

SCHEDULE 10.9.6

CREDIT ALLOWANCES MICHIGAN

1. In the event of an interruption to the service provided pursuant to any of Sections 3.8, 9.10 or 10.9 by a Party (the "Providing Party") to the other Party (the "Receiving Party") which is not due to the negligence or willful act of Receiving Party or its Customer, upon notice and application by Receiving Party an allowance will be made for the time interruption continues.
2. The liability of Providing Party for any credit allowance arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Providing Party, occurring in the course of furnishing service or other facilities and not caused by the negligence of Receiving Party or of Providing Party in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Receiving Party for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission or failure or defect in facilities occurs.

The services furnished by Providing Party, in addition to the limitation set forth preceding, also are subject to the following limitation: Providing Party shall not be liable for any credit allowance arising out of mistakes, omissions, delays, errors or defects in transmission or other injury, including injuries to persons or property from voltages or currents transmitted over the service of Providing Party (a) caused by Receiving Party or Receiving Party Customer-provided equipment (except where a contributing cause is the malfunctioning of a Providing Party connecting arrangement, in which event the liability of the Providing Party shall not exceed an amount equal to a proportional amount of Providing Party billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Receiving Party or Receiving Party Customer-provided equipment but which would have been prevented had Providing Party-provided equipment been used.

3. When the lines of other telecommunication providers or facilities of other persons are used in establishing connections to points not reached by the Providing Party's lines, the Providing Party is not liable for any act or omission of the other provider or persons.

SCHEDULE 10.11.1

FORM OF REPRESENTATION OF AUTHORIZATION

AT&T hereby represents to Ameritech, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective Customers of AT&T, AT&T acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification, or other means ("**Documentation of Authorization**") which explicitly authorizes AT&T to have access to the prospective Customer's CPNI. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, AT&T must submit to Ameritech the Documentation of Authorization. If AT&T cannot provide applicable Documentation of Authorization, then Ameritech shall not provide CPNI to AT&T.
2. If AT&T has already obtained Documentation of Authorization for the Customer to place an order for Telephone Exchange Service for the Customer, AT&T need not submit Documentation of Authorization to obtain the Customer's CPNI.
3. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, AT&T acknowledges that it must obtain Documentation of Authorization which explicitly authorizes AT&T to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. AT&T need not submit the Documentation of Authorization to process a service order. However, AT&T hereby represents that it will not submit a service order to Ameritech unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.
4. The Documentation of Authorization must clearly and accurately identify AT&T and the prospective Customer.
5. AT&T shall retain all Documentation of Authorization in its files for as long as AT&T provides Telephone Exchange Service to the Customer, or for as long as AT&T makes requests for information on behalf of the Customer.
6. AT&T shall make Documentation of Authorization available for inspection by Ameritech during normal business hours. In addition, AT&T shall provide Documentation of Authorization for Customers or prospective Customers to Ameritech upon request.

7. AT&T is responsible for, and shall hold Ameritech harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated as of _____, 1997 by and between Ameritech Information Industry Services, a division of Ameritech Services, Inc. on behalf of and as agent for Ameritech Michigan and AT&T Communications of Michigan, Inc. (the "Interconnection Agreement")) resulting from Ameritech's reliance upon AT&T's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
8. If AT&T fails to repeatedly and materially abide by the procedures set forth herein, Ameritech reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this ____ day of ____ 199__.

AT&T Communications of Michigan, Inc.

By:

Title:

Printed Name:

SCHEDULE 10.12.6

LAW ENFORCEMENT INTERFACES

1.0 Introduction.

Consistent with Applicable Law, it is necessary for AT&T and Ameritech to provide interface requirements to allow AT&T to use a standard set of procedures for meeting the requirements of applicable law enforcement agencies ("Law Enforcement Process"). The Law Enforcement Process will enable AT&T to provide identical services to its Customers. These services include Annoyance Call Bureau, wire intercept, wire trap, wire trace, fraud control, physical security and subpoena management.

2.0 Law Enforcement.

Definition - The Law Enforcement Process assures that AT&T (as a reseller of Resale Services) is in total compliance with law enforcement requirements related to providing local Services to its Customers. Ameritech (switch owner or access provider) agrees to support law enforcement requirements as provided by the CALEA.

3.0 Annoyance Call Bureau.

3.1. Definition - Ameritech Annoyance Call Bureau (AACB) conducts investigations to help determine who the unwanted callers are after victims receive annoying calls and files an official complaint with the local law enforcement agency. Annoying calls are: threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls. The information obtained will only be released to the local law enforcement agency.

3.2. When AT&T must initiate a wire trap or trace as a result of its customer receiving an annoying call (e.g., threatening, harassing, obscene, prank, hang-ups, unwanted sales pitches, and survey calls), the following operational interfaces should occur:

3.2.1. AT&T (the reseller) shall inform its Customer that they must file a formal complaint with the local police department and obtain agency's name, officer's name and case or report number.

3.2.2. AT&T shall contact Ameritech Annoyance Call Bureau on behalf of its Customer and provide the required information to initiate trap or call trace.

3.2.3. The AACB shall conduct investigations to determine who the unwanted caller is; work with local police departments to gather evidence; and even testify in court on behalf of AT&T Customers who have received annoying calls. AACB will build case for and

establish trap for twenty-one (21) days. AT&T shall contact the AACB to renew the trap beyond twenty-one (21) days.

3.2.4. The AACB shall provide to AT&T a toll free number which will be accessible daily Monday through Friday from 8:00 a.m. - 5:00 p.m.

3.2.5. For non-emergency (not life threatening) situations, AT&T shall advise its Customer to contact its local Law Enforcement Agency and to provide AT&T with required information to initiate a trap or call trace. AT&T will contact AACB during standard operating hours to establish a case. For emergency (life threatening) situations, AT&T shall inform its Customer to contact its local Law Enforcement Agency and this Agency will contact Ameritech to initiate a trap or call trace.

3.2.6. Additionally, for emergency situations, Ameritech corporate security will provide AT&T representatives with an emergency security contact number.

3.2.7. AT&T's Customer must contact AT&T with the dates and times of the unwanted calls. AT&T shall fax the dates and times of the unwanted calls to the Annoyance Call Bureau.

3.2.8. At the end of the tracing investigation (twenty-one (21)-day period), Ameritech Annoyance Call Bureau shall send written confirmation to AT&T informing AT&T of the disposition of the case (i.e., successful or non-successful). All evidence obtained on a successful case will be forwarded to the local law enforcement agency that AT&T provided to the AACB. AT&T shall inform its Customer of the results of the investigation.

3.2.9. If AT&T Customers call Ameritech to initiate an annoying call report, Ameritech shall advise the person receiving the annoying or harassing to call AT&T.

4.0 Wire Intercept.

4.1. Definition - Requests from law enforcement agencies to conduct a form of electronic or mechanical eavesdropping where, upon court order, law enforcement officials surreptitiously monitor phone calls (e.g., conversations or data) of AT&T Customers.

4.2. Operational Interface Requirements - The Law Enforcement Agency (e.g., local police department or government organization) shall serve Ameritech with a court order, authorizing Ameritech to conduct a wire intercept on the AT&T Customer line.

5.0 Pen Register (Dial Number Recorder).

5.1. Definition - Requests from law enforcement agencies to conduct a "form" of identifying calls dialed by AT&T Customers in local Exchange Areas. A pen register is a mechanical device that records the numbers dialed or pulsed on a telephone by monitoring the electrical impulses caused when the dial on the telephone is released. A pen register does not overhear oral communications and does not indicate whether calls are actually completed; thus, there is no recording or monitoring of the conversations.

5.2. Operational Interface Requirements - See Wire Intercept Section 4.1.

6.0 Trace.

6.1. Definition - A form of electronic identification of calling numbers, where, upon consent from the AT&T Customer (via AT&T) or court order, law enforcement officials request a record of calling numbers to the premises of the AT&T Customer.

6.2. Central Office Features - Call Trace is an advanced custom calling feature which provides AT&T direct line Customers the ability to activate the feature by dialing a designated code. This will automatically trace the telephone number of the line used for the last call received by the Customer. The traced number will not be provided to the Customer, but will be provided to law enforcement officials.

7.0 Subpoena Management.

7.1. Definition - The law enforcement process initiated to compel the production of certain specific documents (e.g., Customer information, name, address, service type, call usage records, etc.) relevant to a legal proceeding, are made and make them readily retrievable by local police departments, government organizations, and attorneys. Other legal demands require the capability to honor other legal process demands (e.g., establishment of dialed number recorders, wire intercepts, & trace services, etc.)

7.2. Operational Interface Requirements - The law enforcement agency (e.g., local police department, government organization, or attorney) shall serve Ameritech an original subpoena naming Ameritech in its court document for requests for Customer information (see above definition). Ameritech shall forward call trace information to the law enforcement agency for inquiries regarding AT&T Customers. If the law enforcement agency serves AT&T the original subpoena, AT&T shall forward a copy of the original subpoena to Ameritech and advise the law enforcement agency to re-send an original subpoena naming Ameritech in its court document. Ameritech shall notify AT&T of the resolution of the investigation. However, Ameritech shall only provide the results of the investigation to the proper law enforcement agency.

7.3. Operations Interface Requirements for calls originating from a long distance carrier, computer, fax machine, pay phones, and telemarketing calls to AT&T's Customers are pending further discussions with Ameritech.

SCHEDULE 10.13

RESALE MAINTENANCE PROCEDURES

By the end of Contract Month 1, the Implementation Team shall agree upon the processes to be used by the Parties for maintenance of Resale Services. These processes will address the implementation of the requirements of this Schedule 10.13.

1. Ameritech shall provide repair, maintenance, and testing, for all Resale Services in accordance with the terms and conditions of this Schedule 10.13.
2. Ameritech technicians shall provide repair service that is at least equal in quality to that provided to Ameritech Customers; trouble calls from AT&T Customers shall receive response time priority that is at parity to that of Ameritech Customers and shall be based on trouble severity, regardless of whether the Customer is an AT&T Customer or an Ameritech Customer.
3. Ameritech shall provide AT&T with the same scheduled and non-scheduled maintenance, including required and recommended maintenance intervals and procedures, for all Resale Services provided to AT&T under this Schedule that it currently provides for the maintenance of its own network. Ameritech shall provide AT&T notice of any scheduled maintenance activity which may impact AT&T's Customers on the same basis it provides such notice to its subsidiaries, Affiliates, other resellers and its retail Customers. Scheduled maintenance shall include such activities as switch software retrofits, power tests, major equipment replacements, and cable rolls.
4. Ameritech shall provide notice of non-scheduled maintenance activity that may impact AT&T Customers. Ameritech shall provide maintenance as promptly as possible to maintain or restore service and shall advise AT&T promptly of any such actions it takes.
5. If service is provided to AT&T Customers before an EI is established between AT&T and Ameritech, AT&T will transmit repair calls to Ameritech repair bureau by telephone.
6. Ameritech repair bureau, including the EI to be established pursuant to the Implementation Plan, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except when preventative maintenance and software revisions require an out-of-service condition. Ameritech will provide AT&T a twenty-four (24) hour advanced notification of such out-of-service conditions.
7. Ameritech shall provide progress reports and status-of-repair efforts to AT&T upon request, and at a frequency interval to be determined by AT&T. Ameritech shall inform AT&T of restoration of Resale Service after an outage has occurred.

8. Maintenance charges for premises visits by Ameritech technicians shall be billed by AT&T to its Customer, and not by Ameritech. The Ameritech technician shall, however, present the Customer with unbranded form detailing the time spent, the materials used, and an indication that the trouble has either been resolved or that additional work will be necessary, in which case the Ameritech technician shall make an additional appointment with the Customer. The Ameritech technician shall obtain the Customer's signature when available upon said form, and then use the signed form to input maintenance charges into Ameritech's repair and maintenance database.

9. Dispatching of Ameritech technicians to AT&T Customer premises shall be accomplished by Ameritech pursuant to a request received from AT&T. The EI established between the Parties shall have the capability of allowing AT&T to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the Customer's premises, and verify any actual work completed on the Customer's premises.

Critical or Expedited Troubles.

Upon receiving a referred trouble from AT&T, the Ameritech technician will offer a dispatch appointment and quoted repair time dependent upon Ameritech's force-to-load condition. Ameritech's maintenance administrators will override this standard procedure on a non-discriminatory basis, using the same criteria as Ameritech uses to expedite intervals for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet an AT&T expedited request, Ameritech will notify AT&T and AT&T will have the option to implement the escalation process described in the Implementation Plan.

Disaster Recovery

The Implementation Plan will establish a process for disaster recovery that addresses the following:

Events affecting Ameritech's network, work centers and operational support systems;

Establishing and maintaining a single point of contact responsible for disaster recovery activation, status and problem resolution during the course of a disaster and restoration;

Procedures for notifying AT&T of problems, initiating restoration plans and advising AT&T of the status of resolution;

Definition of a disaster; and

Equal priority, as between AT&T Customers and Ameritech Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components.

SCHEDULE 10.13.2

SERVICE ORDERING AND PROVISIONING INTERFACE FUNCTIONALITY

Electronic interfaces will provide AT&T with the ability to:

- a) Obtain, during sales discussions with a Customer, access to the following Ameritech Customer service record data in a manner which is transparent to the Customer:
 - Billing telephone number/name/address
 - Service Location Address
 - Working telephone number(s) on the account
 - Existing service and features
 - Blocking
 - CLASS Features
 - Telephone Assistance Programs, Telephone Relay Service and similar services indicator
 - Special Exemption Status indicator
 - Directory Listing Information
 - Information necessary to identify the IntraLATA toll provider and InterLATA provider, as applicable.
- b) Obtain information on all features and services available;
- c) Enter the AT&T Customer order for all desired features and services;
- d) Assign a telephone number (if the AT&T Customer does not have one assigned);
- e) Establish the appropriate directory listing;
- f) Determine if a service call is needed to install the line or service;
- g) Schedule dispatch and installation, if applicable;
- h) Provide installation dates to Customer;
- i) Order local intraLATA toll service and enter AT&T Customer's choice of primary interexchange carrier on a single, unified order; and
- j) Suspend, terminate or restore service to an AT&T Customer.

Ameritech will support four (4) transaction types: Assume; Change; New; and Delete, as described in Ameritech's Electronic Service Guide, which is based on TCIF Customer Service, Issue 5. Notwithstanding the foregoing, AT&T shall be entitled to place orders to transfer a Customer to AT&T without identifying the specific features and services being subscribed by such Customer at the time of the request ("**Migration-As-Is**"). Furthermore, if a Customer requests changes to its features and/or such service at the time of transfer, as part of a request for Migration-As-Is, AT&T need only specify the features and/or services which are to change. However, unless agreed to by Ameritech, Migration-As-Is will not include any service subscribed which is not a Telecommunications Service.

Critical or expedited orders:

AT&T may request that the standard interval for provisioning will be expedited if Ameritech's standard intervals do not meet the AT&T Customer's requested due date. Orders will be expedited by Ameritech on the same basis as it expedites orders for itself and its subsidiaries, Affiliates and retail Customers. If Ameritech will be unable to meet an AT&T expedite request, Ameritech will notify AT&T and AT&T shall have the option to implement the escalation process to be defined in the Implementation Plan.

SCHEDULE 12.9.1

PHYSICAL COLLOCATION SPACE RESERVATION

Space for Physical Collocation may be reserved on the following basis:

1. AT&T may reserve additional space in an Ameritech Central Office in which it has (or is ordering) for Physical Collocation for permitted telecommunications-related equipment.
2. A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("**Reservation Charge**").
3. The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of Ameritech by AT&T in the particular Central Office.
4. The reservation takes a priority based on the time at which it is made.
5. In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized. The holder(s) of the lowest priority reservation(s) which, when considering all higher priority reservations, still represent(s) available space sufficient to fill the order for Physical Collocation ("**Option Party**") will be given the option of "enforcing" or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation.

6. The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by reservations of higher priority and which have been enforced, the holder may maintain its reservation as set forth in Section 5 above.

7. In a Central Office, Ameritech may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service -- including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space Ameritech is currently using in the Central Office.
- Ameritech will impute an amount equal to the reservation charge to the appropriate operations for which the space is reserved.

8. Ameritech shall enforce its reservation in the same manner in which AT&T and other collocating Telecommunicating Carriers shall be required to enforce its reservations. In that case, Ameritech will impute the floor space charge to the operations for which the space is reserved.

SCHEDULE 12.9.3

COLLOCATION CAPACITY PLANNING

By the end of Contract Month 3, AT&T and Ameritech shall jointly develop a planning process for meeting AT&T's space and intraoffice facility requirements which shall include the procedures to be followed for the AT&T quarterly forecast of anticipated additional power requirements.

SCHEDULE 12.12

DELIVERY OF COLLOCATED SPACE

1.0 Delivery of Physical Collocation Space

1.1 Upon receiving the written notification of the availability of Collocation space from Ameritech, AT&T shall send written verification that it still requires each Collocation space requested on AT&T's application for which space is available. This written notification is AT&T's firm order for service for each Collocation space requested. Subject to Section 1.3 below, AT&T's written notification shall be accompanied by AT&T's payment of forty percent (40%) of all applicable Central Office Build Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

1.2 So long as AT&T has a satisfactory credit rating with Ameritech for the twelve (12) month period preceding the date of AT&T's request for Collocation pursuant to Section 12.12, AT&T shall pay the COBO charges as follows:

Initial COBO Payment:	40% of COBO charges
Delivery by Ameritech of confirmation that construction of space is fifty percent (50%) complete:	40% of COBO charges
Completion of space conditioning:	20% of COBO charges

If AT&T's credit rating is not satisfactory within the aforementioned period, AT&T shall pay the COBO charges in accordance with the provisions of Ameritech's applicable tariff.

2.0 Additional Rules and Regulations Applicable to Physical Collocation Space

Physical Collocation will be provided subject to the following provisions:

2.1 AT&T will be responsible for any extraordinary costs incurred by Ameritech to prepare the Collocation space for the installation of AT&T's equipment and for extraordinary costs to maintain the Collocation space for AT&T's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements or other modifications required by local ordinances. Ameritech will charge for these costs on a time-sensitive or time-and-materials basis. An estimate of such costs plus contribution will be provided to AT&T prior to commencing such work. Extraordinary costs will only be billed to AT&T if such

costs have been authorized by AT&T. Ameritech must advise AT&T if extraordinary costs will be incurred within twenty (20) Business Days of AT&T's request for space. Otherwise, AT&T will not be responsible for such costs. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

At the initial walkthrough referred to in Section 12.12.2(b), Ameritech shall provide to AT&T a written proposal which covers AT&T's requirements for the space and details the associated requirements and the applicable charges required to meet AT&T's specific request and the expected service date. AT&T shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to Ameritech. Upon receipt of AT&T's signed proposal, Ameritech will begin the work and charge AT&T for the actual time and material needed to complete the modifications plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

2.2 AT&T will be responsible for notifying Ameritech of any significant outages of AT&T's equipment which could impact any of the services offered by Ameritech, and provide estimated clearing time for restoration.

2.3 AT&T is responsible for coordinating with Ameritech to ensure that services are installed in accordance with the service request.

2.4 AT&T is responsible for testing, if necessary, with Ameritech to identify and clear a trouble when the trouble has been sectionalized (isolated) to an AT&T-provided service.

2.5 Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, AT&T shall obtain Ameritech's written approval of AT&T's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities. Ameritech may request additional information before granting approval and may require scheduling changes. AT&T must submit written plans for equipment to be installed in the Collocation space prior to commencing installation.

2.6 Ameritech has the right to inspect AT&T's completed installation of equipment and facilities and to make subsequent and periodic inspections of the customer's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. If AT&T is found to be in non-compliance with the terms and conditions of this Schedule, AT&T must modify its installation to achieve compliance. Ameritech will notify AT&T in advance of such inspections, and AT&T shall have the right to be present at the time of the inspection.

3.0 Delivery of Virtual Collocation Space

3.1 Ameritech shall allow periodic inspections of Virtual Collocation space where AT&T equipment is located.

3.2 Ameritech shall ensure that all applicable alarm systems (e.g., power) that support AT&T equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified.

3.3 See Tariff F.C.C. No. 2, Section 16.3.

SCHEDULE 12.15

COMMON REQUIREMENTS

The following requirements are applicable to both Physical and Virtual Collocation:

1. Ameritech shall provide to AT&T any intraoffice facilities that AT&T requests and that Ameritech provides by tariff or contract to any carrier.
2. Ameritech shall allow for a Fiber Meet arrangement between the Parties' networks and facilities at the DS0, DS1, DS3, OC3, OC12 and OC48 rates pursuant to mutual agreement of the Parties.
3. AT&T may provide basic telephone service with a connection jack for the Collocated space.
4. Ameritech shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for AT&T's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.
5. Ameritech shall provide access, where available, to eyewash stations, shower stations, bathrooms, and drinking water within the Collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for AT&T personnel and its designated agents.
6. Ameritech shall provide all ingress and egress of fiber cabling to AT&T Collocated spaces in compliance with AT&T's request for cable diversity. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation. AT&T will pay any additional costs incurred by Ameritech to meet any special diversity requirements of AT&T which are beyond those normally provided by Ameritech.
7. Ameritech shall provide AT&T with written notice five (5) Business Days prior to those instances where Ameritech or its subcontractors may be performing nonemergency work that may affect the Collocated space occupied by AT&T or the AC and DC power plants that support AT&T equipment. Ameritech will inform AT&T by telephone of any emergency-related activity that Ameritech or its subcontractors may be performing that may affect the Collocated space occupied by AT&T or the AC and DC power plants that support AT&T equipment. Notification of any emergency-related activity shall be made as soon as practicable after Ameritech learns that such emergency activity is necessary but in no event longer than thirty (30) minutes after such time. By the end of Contract Month 3 the Implementation Team will agree upon the process for the notification required by this Section (the "Emergency Notification Process"). To the extent that the Emergency Notification Process requires Ameritech to incur additional costs, AT&T shall reimburse Ameritech for such costs.

8. AT&T shall not be required by Ameritech to relocate its equipment during the Initial Term or any Renewal Term. If AT&T, at Ameritech's request, agrees to relocate its equipment, then Ameritech shall reimburse AT&T for any and all costs reasonably associated with such relocation.

9. Should Ameritech sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, Ameritech shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

10. Power as referenced in this **Schedule 12.15** refers to any electrical power source supplied by Ameritech for AT&T equipment. It includes all superstructure, infrastructure, and overhead facilities, including cable, cable racks and bus bars. Ameritech will supply power to support AT&T equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. Ameritech shall supply power to AT&T at parity with that provided by Ameritech to itself or to any third person. If Ameritech performance, availability, or restoration falls below industry standards, Ameritech shall bring itself into compliance with such industry standards as soon as technologically feasible.

11. Subject to space limitations and AT&T's compliance with the applicable request process and payment requirements of this Agreement, Ameritech shall provide power to meet AT&T's reasonable needs for placement of equipment, Interconnection, or provision of service.

12. Both AT&T's power equipment and Ameritech power equipment supporting AT&T's equipment shall comply with all applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices, and physical equipment layout.

13. Ameritech will provide AT&T with written notification within ten (10) Business Days of any scheduled AC or DC power work or related activity in the collocated facility that poses a reasonable risk of cause an outage or any type of power disruption to AT&T equipment located in the Ameritech facility. Ameritech shall provide AT&T prompt notification by telephone of any emergency power activity.

14. Power plant alarms shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

15. Cabling shall adhere to Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063.

16. Ameritech shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

17. Ameritech shall within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation, and prior to or concurrent with the initial walkthrough for Virtual Collocation, provide AT&T with a copy of any existing drawings showing AT&T's proposed Collocation space and any related Ameritech facilities, and provide information relating to measurements for necessary AT&T cabling which are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as Ameritech charges other Telecommunications providers for the provision of the foregoing drawings and information, AT&T shall reimburse Ameritech for the costs, if any, incurred by Ameritech to provide AT&T with such drawings and information.

SCHEDULE 12.16

ADDITIONAL REQUIREMENTS APPLICABLE TO PHYSICAL COLLOCATION

The following additional requirements shall be applicable to Physical Collocation only:

1. Subject to space limitations and AT&T's compliance with the applicable request process and payment requirements for the space, Ameritech shall provide space, as requested by AT&T, to meet AT&T's needs for placement of equipment necessary for Interconnection and access to Network Elements.
2. Ameritech shall allow requests for contiguous space in increments of 100 ft² if the space is not subject to outstanding requests by other Telecommunications Carriers.
3. Other than reasonable security restrictions, Ameritech shall place no restriction on access to the AT&T Collocated space by AT&T's employees and designated agents. Such space shall be available to AT&T designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those Ameritech places on its own personnel or independent contractors.
4. For each building in which Collocated space is provided and upon request by AT&T for that building, Ameritech will, at its option, either certify that the building complies with all applicable environmental, health and safety regulations or complete an Environmental, Health & Safety Questionnaire provided by AT&T. AT&T may provide this questionnaire with its request for Collocation and Ameritech shall return it or the applicable certification to AT&T within ten (10) Business Days after Ameritech's receipt thereof.
5. Ameritech shall permit AT&T to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by AT&T's work center; provided, however, that no such AT&T-installed equipment shall interfere with the existing use of the Central Office.
6. Ameritech shall construct the collocated space in compliance with AT&T's request for Collocation for cable holes, ground bars, doors, and convenience outlets as such are requested by AT&T at prices to be determined.
7. AT&T shall not require advance approval from Ameritech to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional power.
8. Central Office power supplied by Ameritech into the AT&T equipment area shall be supplied in the form of fused power feeds from Ameritech's main power distribution board to AT&T's BDFB located in the designated AT&T equipment area. The power feeders (cables) shall

efficiently and economically support the requested quantity and capacity of AT&T equipment. The termination location shall be as mutually agreed upon by the Parties.

9. Ameritech power equipment supporting AT&T's equipment shall:

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the AT&T collocated space, at a level above the top of AT&T's equipment plus or minus two (2) feet to the left or right of AT&T's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for AT&T equipment upon completion of the equipment node construction in accordance with AT&T's request for Collocation.

10. Ameritech shall within ten (10) Business Days after the initial walkthrough provide AT&T with (i) documentation submitted to and received from contractors for any work being done on behalf of AT&T that will be billed as extraordinary expenses; and (ii) a parallel installation sequence.

11. Ameritech shall secure external access to the Physical Collocation space in its Premises in the same or equivalent manner that Ameritech secures external access to spaces that house Ameritech's equipment.

12. Ameritech shall within (30) days of the Effective Date provide to AT&T (i) work restriction guidelines related to any restrictions on the manner in which an AT&T contractor can perform work on Ameritech's Premises and (ii) a list of Ameritech technical guidelines applicable to the collocation of equipment in Ameritech's Premises. AT&T acknowledges that it is responsible to order such technical guidelines at its cost and expense. Ameritech will notify AT&T in a timely manner of any changes to such work restriction and technical guidelines.

SCHEDULE 16.10

3D AND CONDO AGREEMENTS

Easement and Building Operating Agreement between Michigan Bell Telephone Co. and AT&T Communications of Michigan, Inc. and associated agreements for 114 N. Division, Grand Rapids, MI.

SCHEDULE 30.19

PRE EXISTING ARRANGEMENTS

License Agreement between Michigan Bell Telephone Co. and AT&T Communications of Michigan, Inc., dated January 1, 1984 relating to pole Attachments and access to conduits.